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Dyan Hinkley
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10557784

AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

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COUNTY OF TARRANT

§

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Electronically Recorded
 Chesapeake Operating, Inc.

WHEREAS, **Gene M. Snow**, ("Lessor") whose mailing address is 6300 Midway Road, Fort Worth, Texas 76117, heretofore executed and delivered to **Chesapeake Exploration, L.L.C.**, whose address is 6100 N. Western Avenue, Oklahoma City, Oklahoma 73118, an Oil and Gas Lease (the "Lease") made on August 6, 2008, a Memorandum of which is recorded as Instrument # D208373141 of the Official Records, Tarrant County, Texas, covering lands in Tarrant County, Texas, as more fully described in the Lease, reference to the Lease is hereby made for all purposes; and

WHEREAS, **Chesapeake Exploration, L.L.C.** made a partial assignment of this lease to **Total E&P USA, Inc.**, whose address is 1201 Louisiana Street, Houston, Texas, in an instrument recorded as Instrument # 210019134 in the Official Records, Tarrant County, Texas;

WHEREAS, **Chesapeake Exploration, L.L.C.** and **Total E&P USA, Inc.** are now the owners of said Lease and are hereinafter referred to as Lessee;

WHEREAS, it is the desire of Lessor and Lessee to extend, adopt, revive and confirm said Lease, for new consideration paid to and accepted by Lessor as adequate;

WHEREAS, Paragraph 2 of the Lease reads as follows, to-wit:

"2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of 2 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof."

WHEREAS, it is the desire of the above parties to delete this paragraph of the Lease as referenced above. It is also the desire of the parties to replace the above deleted paragraph 2 with the following corrected Paragraph 2:

"2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of 3 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof."

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by the Lessee or its assigns, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend the Lease by correcting Paragraph 2 of such Lease as stated above.

AND, for the same consideration recited above, the undersigned, jointly and severally, do hereby, extend, adopt, revive and confirm the Lease, and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let, to the Lessee therein or its successors and assigns, any and all interest which Lessor now has, or may hereafter acquire, either by conveyance, devise, inheritance, or operation of law, and whether, vested, expectant, contingent or

future, in and to the lands described therein, in accordance with each and all of the provisions contained in the Lease and as amended hereby, and the undersigned hereby declare that the Lease and all of its provisions are binding on the undersigned and is a valid and subsisting Oil, Gas and Mineral Lease and this Amendment shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

EXECUTED this 11th day of August, 2010, but for all purposes EFFECTIVE as of August 6th 2008.

LESSOR:

Gene M. Snow

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.,
An Oklahoma Limited Liability Company

By: Henry J. Hood,
As: Senior Vice President - Land and Legal & General Counsel

TOTAL E&P USA, Inc.,
A Delaware Corporation

By: Eric Bonnin
As: Vice President, Business Development & Strategy

M.R.
AB
CSM

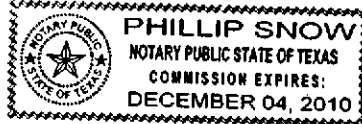
ACKNOWLEDGEMENTS

STATE OF TEXAS §
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 COUNTY OF TARRANT §

This instrument was acknowledged before me on the 9 day of August, 2010, by Gene M. Snow.

Phillip Snow
 Notary Public, State of Texas

My Commission Expires: 12/4/10
 Commission Number: _____



STATE OF OKLAHOMA §
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 COUNTY OF OKLAHOMA §

Before me, Brenda L. Johnson, the undersigned notary public, on this day personally appeared Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this 11th day of August, 2010.

Brenda L. Johnson
 Notary Public, State of Oklahoma

My Commission Expires: _____
 Commission Number: _____



Record & Return To:
 Chesapeake Operating, Inc.
 P.O. Box 18496
 Oklahoma City, OK 73154

STATE OF TEXAS §
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 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30th day of August, 2010, by Eric Bonnin as Vice President, Business Development of Total E&P USA, Inc.

Joy W. Phillips
 Notary Public, State of Texas

My Commission Expires: _____
 Commission Number: _____

